

April 23, 2014,

Dear Mr. Rubinger,

I request that AAMCO reconsider their dismissal of this case based on the following issues, among others.

- 1.) There is no forum provision contained in the Termination of Franchise. Myself, my wife and John Santagata are all Florida residences. Florida laws will apply at some point.
- 2.) I believe that ACAS should be named in the suit, as Mr. Bero was the Signer on the Termination Agreement and he is employed by ACAS. I also believe that American Driveline should be included, they are the direct Parent Company of AAMCO and Cottman. All related parties should be included, as are in the class action suit.

The provisions specified in the Termination of Franchise, that directly relate to the Franchise Agreement, only apply to adverse, default type situations. In our case, the Termination of Franchise was a mutual, amicable, termination, due to the Sale of my Business in Hollywood.

- 3.) Sale of the Business by the Franchisee, is not a condition represented in the Franchise Agreement. Basically provisions were just plucked from the franchise agreement and placed in the Termination Agreement, which taken in full context, do not apply. A proper document should have been prepared by AAMCO, directly addressing the Sale of the Franchise.
- 4.) Geographic Location, AAMCO is aware that Pennsylvania Courts have ruled that 10 miles from any AAMCO Center, is considered too broad, and too burdensome upon the franchisee, and will, modify/blue pencil such non-compete agreements.

There were many issues on the part of AAMCO, that lead to the untimely Sale of my AAMCO Business in Hollywood. Does AAMCO really think, that after 21 years of building a business, selling it for half its value, and moving, 90 miles away, to a small warehouse in Stuart, to start all over again from the ground up, was a choice?? AAMCO themselves, in fact, caused the premature Sale of my Hollywood AAMCO Center. They know what issues transpired, they wanted me out, they wanted my Store. They're mad that I sold it, They wanted the opportunity to take my store, and repeatedly resell it "turn and burn" for their financial gain, as is, "the norm at AAMCO since 2006." I had seen this happen repeatedly, to my fellow franchisees in this chain.

This Case became crystal clear yesterday, when you submitted AAMCO's Settlement Offer. AAMCO was not concerned about competition in the marketplace / franchise fees / or John Santagata. AAMCO doesn't care if someone else owns Treasure Coast Transmissions, they are only interested in further damaging me. That has been their Racketeer like tactics since Cottman Transmissions took over in 2006. Remember, I was a Dealer for 21 Years, I was the Ad Pool Chairman for 15 plus years, I've sat in many meetings with them, and experienced these tactics first hand.

Once again, I am requesting AAMCO's serious reconsideration of dismissing this case, in the best interest of all parties concerned. If you would like to speak with me, please feel free to call me anytime. 772-200-2333.

Thank you for your time.



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Robert Romano